

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 17 November 2004 Division: Growth Management

Bulk Item: Yes X No Department: Marine Resources

AGENDA ITEM WORDING:

Approval of Amendment 3 to the Camp, Dresser, & McKee contract to provide stormwater engineering services to Monroe County

ITEM BACKGROUND:

The firm of Camp, Dresser, & McKee (CDM) worked to complete the Stormwater Management Master Plan for Monroe County and continues under contract to provide engineering services in furtherance of the goals of the Master Plan. The cost of the contract to date is \$815,336 providing largely for the development of the Stormwater Management Master Plan. Approximately \$65,000 of this expenditure has provided for stormwater training and code review and suggested changes. This CDM contract amendment will provide a time extension until December of 2006 and additional funds (\$100,000 – Gas Taxes) to provide work order based engineering services for the design, engineering, and permitting of stormwater facilities construction or enhancement under the direction of Monroe County Public Works.

PREVIOUS RELEVANT BOCC ACTION:

August 1999 – CDM Contract approved
October 2001 – Amendment 1 to CDM Contract
May 2002 – Amendment 2 to CDM Contract

CONTRACT/AGREEMENT CHANGES:

Time extension and addition of \$100,000 for stormwater engineering services

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$915,336 BUDGETED: Yes X No

COST TO COUNTY: \$100,000 new costs SOURCE OF FUNDS: Gas tax

REVENUE PRODUCING: Yes No X AMOUNT Per Month Year

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: AGENDA ITEM NO.: K-12

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Camp, Dresser, McKee Contract #
 Effective Date: August 1999
 Expiration Date: December 31, 2006
 Contract Purpose/Description:
Contract to provide engineering services for stormwater related projects

Contract Manager: George Garrett 2507 Marine Resources / 11
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 11/17/04 Agenda Deadline: 11/2/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ 100,000 Current Year Portion: \$ \$50,000
 Budgeted? Yes ☒ No ☐ Account Codes: 22506 540630 R 05300 - 530310 - 25K
 Grant: \$ 0 149 - 51000 530340 only
 County Match: \$ 100,000

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ NA/yr For: NA
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>11-12-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-12-04</u>
Risk Management	<u>11-10-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slank</u>	<u>11-10-04</u>
O.M.B./Purchasing	<u>11/23/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Appella</u>	<u>11/24/04</u>
County Attorney	<u>11/2/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/2/04</u>

Comments:

AMENDMENT 3 TO THE
CONTRACT FOR SERVICES
FOR THE MONROE COUNTY STORMWATER MANAGEMENT
MASTER PLAN

THIS CONTRACT AMENDMENT is entered into between Monroe County, whose address is Marathon Government Center, 2798 Overseas Highway, Suite 420, Marathon, Florida 33050, hereafter the County, and CAMP, DRESSER, MCKEE, INC., a Massachusetts Corporation, whose address is 800 Brickell Avenue, Suite 710, Miami, Florida 33131, hereafter the Consultant.

Section 1. Amendment to Contract, subsequent Amendments, and

Termination Date. The Contract and amendments between the parties is hereby further amended to extend the Contract timeframe to December 31, 2006. This Amendment supplants the original Contract and Amendments 1 and 2 in order to update legal sufficiency requirements and obligations between the County and the Consultant. In no way has the original intent or purpose of the Contract changed in order to provide stormwater engineering services to Monroe County.

Section 2. Satisfactory Completion of Previous Tasks. Tasks I through IV as defined in Appendix A, Amendment 2 of the Contract, the Scope of Work, have been satisfactorily completed, invoiced by the Consultant, and are in the process of being paid by the County.

Section 3. Task V, Amendment 2 Engineering Services. Task V, Amendment 2 of the Contract for Services is provided as Attachment A; Scope of Continuing Services” to this Amendment and shall be completed as needed within the scope of appropriated funds as defined below or as later amended. Attachment B provides the first work order under this contract amendment, and shall otherwise be approved by the contract project managers and the Division Director.

Section 4. Additional Project Funding. For purposes defined in Attachment A, this Contract Amendment provides additional funds in the amount of up to \$100,000 for work order based engineering services. The total cost of this Contract Amendment is \$100,000.

Section 5. Negotiation of Work Orders. Work Orders for stormwater engineering services as defined in the Scope of Continuing Services, shall be negotiated between Project Managers for County and the Consultant and shall be approved in accordance with current County policy. The first work order is attached for reference in Attachment B

Section 6. Payment for Services. In accordance with the terms and conditions defined in each Work Order agreed to by the County and the Consultant, the County will receive, review and process invoices from the Consultant within 30 days of receipt. If part or all of the deliverable defined in a work order is not

satisfactory, the County shall notify the Consultant of the apparent deficiency. Revisions to the deliverable may be completed by the Consultant at this point based upon an agreement as to the deficiencies.

Section 7. Contract Termination. Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the County terminates this Contract because of the Consultant's failure to perform, then the County must pay the Consultant the amount due for all work satisfactorily completed as determined by the County up to the date of the Consultant's failure to perform but minus any damages the County suffered as a result of the Consultant's failure to perform. The damage amount must be reduced by the amount saved by the County as a result of the Contract termination. If the amount owed the Consultant by the County is not enough to compensate the County, then the Consultant is liable for any additional amount necessary to adequately compensate the County up to the amount of the Contract price.

Section 8. Records. Consultant shall maintain all books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. Each party to this Contract or their authorized representatives shall have reasonable and timely access to such records of each other party to this Contract for public

records purposes during the term of the Contract and for four years following the termination of this Contract. If an auditor employed by the County or Clerk determines that monies paid to Consultant pursuant to this Contract were spent for purposes not authorized by this Contract, the Consultant shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Consultant.

Section 9. Employees Subject to County Ordinance Nos. 010 and 020-1990.

The Consultant warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

Section 10. Convicted Vendor. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or

repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or Consultant under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 11. Insurance. Prior to execution of this agreement, the Consultant shall furnish the County Certificates of insurance indicating the following coverages or in excess thereof:

Workers Compensation in the amount of statutory limits as specified in Florida Statutes 440.

Employers Liability with:

- (i) \$100,000 Bodily Injury by Accident;
- (ii) \$500,000 Bodily Injury by Disease, policy limits; and
- (iii) \$100,000 Bodily Injury by Disease, each employee.

General Liability (Premises operations, blanket contractual, expanded definition of property damage, products & completed operations, personal injury) with:

- (iv) \$100,000 per Person;
- (v) \$300,000 per occurrence; and
- (vi) \$50,000 property damage.

Vehicle Liability with:

- (vii) \$50,000 per Person;
- (viii) \$100,000 per occurrence; and
- (ix) \$25,000 property damage or \$100,000 combined single limit.

Engineers Errors and Omissions Liability with:

- (x) \$250,000 per Occurrence; and
- (xi) \$500,000 Aggregate.

Section 12. Communication Between Parties. All communication between the parties should be through the following individuals or their designees:

Monroe County

Dave Koppel, Director
Department of Engineering
1100 Simonton Street,

Key West, Florida 33040

Consultant

Scott McClelland
Camp, Dresser, & McKee
800 Brickell Avenue
Suite 710
Miami, Florida 33131

Section 13. Governing Law, Venue, Interpretation, Costs, and Fees.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

Section 14. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Contract,

the County and Consultant agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 15. The County and Consultant agree that, in the event of conflicting interpretations of the terms or a term of this Contract by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

Section 16. Severability. If any term, covenant, condition or provision of this Contract (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Contract, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Contract shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Contract would prevent the accomplishment of the original intent of this Contract. The County and Consultant agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 17. Attorney's Fees and Costs. The County and Consultant agree that in the event any cause of action or administrative proceeding is initiated or

defended by any party relative to the enforcement or interpretation of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Contract shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Section 18. Binding Effect. The terms, covenants, conditions, and provisions of this Contract shall bind and inure to the benefit of the County and Consultant and their respective legal representatives, successors, and assigns.

Section 19. Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Contract have been duly authorized by all necessary County and corporate action, as required by law.

Section 20. Claims for Federal or State Aid. The Consultant and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Contract; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

Section 21. Adjudication of Disputes or Disagreements. The County and Consultant agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Contract or by Florida law.

Section 22. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Contract, County and Consultant agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Contract or provision of the services under this Contract. County and Consultant specifically agree that no party to this Contract shall be required to enter into any arbitration proceedings related to this Contract.

Section 23. Nondiscrimination. County and Consultant agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Contract automatically terminates without any further action

on the part of any party, effective the date of the court order. County or Consultant agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990

(42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Contract.

Section 24. Covenant of No Interest. County and Consultant covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Contract, and that only interest of each is to perform and receive benefits as recited in this Contract.

Section 25. Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 26. No Solicitation/Payment. The County and Consultant warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of the provision, the Consultant agrees that the County shall have the right to terminate this Contract without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 27. Public Access. The County and Consultant shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Consultant in conjunction with this Contract; and the County shall have the right to unilaterally cancel this Contract upon violation of this provision by Consultant.

Section 28. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Consultant in this Contract and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the

extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

Section 29. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Contract within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

Section 30. Legal Obligations and Responsibilities. Non-Delegation of Constitutional or Statutory Duties. This Contract is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Contract is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the

County, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 31. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Contract to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Consultant agree that neither the County nor the Consultant or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Contract separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Contract.

Section 32. Attestations. Consultant agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

Section 33. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this

Contract or be subject to any personal liability or accountability by reason of the execution of this Contract.

Section 34. Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Contract by signing any such counterpart.

Section 35. Section Headings. Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provision of this Contract.

Section 36. Indemnify/Hold Harmless. Consultant agrees to indemnify and save County harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of Consultant, its agents, or employees while Consultant is cleaning the Airport facilities. However, Consultant shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the County, its agents or employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Section 37. The effective date of this Contract is the date upon which both parties have signed this Contract Amendment.

Section I. IN WITNESS WHEREOF each party hereto has caused this Contract to be executed by its duly authorized representative.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF County COMMISSIONERS
OF MONROE County, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

(SEAL)
Attest:

CAMP, DRESSER, & MCKEE

By _____
Title _____

By _____
Title _____

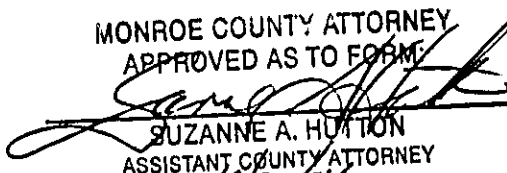
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/2/04

EXHIBIT A

Scope of Continuing Services

Engineering Support for Rehabilitation/Retrofit Projects

The Consultant will provide engineering support for rehabilitation/retrofit projects associated with the Stormwater Management Master Plan. Engineering support may consist of survey, hydrologic and hydraulic modeling, conceptual design, engineering design drawings, construction specifications in accordance with County standards, permit applications (SFWMD ERP, US ACOE, and Monroe County) and response to permit review comments, and limited construction-related activities including participation in the pre-bid meeting and pre-construction meeting; construction site visits for limited observation; site visits for final review of the project; and review of as-built drawings provided by the contractor. The County will provide to the Consultant standard "boiler-plate" construction specifications in digital format to which the Consultant will add project-specific specifications. Design drawings for each project will consist of a cover, notes & symbols page, plan drawing, section drawing, civil engineering detail drawing, planting plan page, plus one additional page depending on the need, for a total estimated count of seven drawings.

The projects will be defined in work orders appended to and made part of this scope of services once negotiated and approved by the County and the Consultant.

EXHIBIT B

Work Order No. 1.

Monroe County
Stormwater Management Master Plan (SMMP)
Task V – Engineering Support for Rehabilitation/Retrofit Projects

Work Order V1: Scope of Services For
Big Coppitt Key

August 2004

In association with Task V of the Monroe County (COUNTY) SMMP Engineering Support, this work order is for Camp Dresser & McKee Inc. (CONSULTANT) to provide engineering services for flood remediation improvements at Big Coppitt Key. The study area is bounded by _____. The study area consists of approximately ____ acres. The COUNTY has constructed a stormwater drain well that may need to be modified to meet the COUNTY desired level of service (LOS).

Task V1-1 Data Collection and Evaluation

The CONSULTANT will compile and evaluate available data provided by the COUNTY for the study area including:

- Rainfall data (including rainfall volumes for the 5-, 10-, 25- and 100-year design storms);
- Soils, water table, aquifer potentiometric, and geotechnical data (based on the NRCS soils data, reports or well drilling records);
- Impervious areas;
- Road and house elevations;
- Topography and stage-area-storage data for the study area;
- Average and design tide elevations; and
- Stormwater facility and well data.

Task V1-2 Stormwater and Well Evaluations

The CONSULTANT will estimate the volume of runoff for the four design storm events (i.e., 5-, 10-, 25-, and 100-year design storms), estimate the flow rate needed in the existing well to meet the COUNTY's desired level of service, and evaluate the existing drain well for discharge

capacity. Unless otherwise defined by the COUNTY, the desired level of service will be the 25-year design storm event for house elevations and 5-year design storms for roads.

For the well evaluation, the CONSULTANT will conduct a well test to estimate the capacity of the existing well. The CONSULTANT will perform a static test and falling head test, each at high tide. It is expected that these tests will take up to 3 days in the field.

Task V1-3 Preliminary Engineering Plan and Design Letter Report

The CONSULTANT will prepare a preliminary engineering plan depicting the recommended stormwater management improvements including a typical cross-section of the well improvements. In addition, the CONSULTANT will provide a design letter report including technical information and conclusions found in Tasks V1-1 and V1-2. The letter report will summarize the data collected and evaluated, document survey data, and provide tables with model results. The CONSULTANT will also prepare an opinion of probable construction costs of the recommended improvements. The CONSULTANT will provide three (3) copies of the preliminary engineering plan and design letter report to the COUNTY for review. The CONSULTANT will meet with the COUNTY staff to discuss review comments. The CONSULTANT will address the comments received from the COUNTY and provide three (3) copies of the approved preliminary engineering plan and design letter report to the COUNTY.

Task V1-4 Final Design

Upon approval of the Preliminary Engineering Plan and Design Letter Report, the CONSULTANT will prepare design drawings sufficient for the permitting of the recommended improvements. The CONSULTANT will prepare construction plans and technical specifications for the project. The construction plans set will be prepared in accordance with COUNTY engineering standards. The plan set will consist of a cover sheet, notes and symbols sheet, and civil engineering plans on aerial or planimetric base at 1 inch equals 20 feet (or as recommended by the CONSULTANT). The drawing set will consist of up to four (4) sheets.

Review sets will be submitted to the COUNTY at 60 percent complete. The conceptual drawings prepared for permit applications will be considered 30 percent. Review comments by the COUNTY will be transmitted to the CONSULTANT no later than 60 days from the time of the submittal by the CONSULTANT. Preliminary opinion of probable construction costs will accompany the 60 percent submittals. Each submittal will consist of two sets of drawings. The final submittal sufficient for permitting will consist of the following:

- The original vellum reproducible drawings of the construction plan set.
- Four complete plan sets signed and sealed by the CONSULTANT of record.
- Final CONSULTANT's opinion of probable construction costs.
- Copies of design calculations if revised from Task V1-3.

Task V1-5 Specifications

The CONSULTANT will also prepare technical specifications for the construction of the project and submit these specifications with the final review submittal. The COUNTY will provide the CONSULTANT with a digital version of the legal (front end) section of the specifications, for inclusion in the construction specifications. The COUNTY will provide the CONSULTANT with a digital version of the COUNTY's Standard Technical Specifications Master Pay Item List. The CONSULTANT may elect to use any applicable COUNTY standard pay item or technical specification or to use such documents produced by the CONSULTANT. If necessary, the CONSULTANT will use FDOT specifications for items not specified in the COUNTY specifications.

The CONSULTANT's Professional Engineer in responsible charge of preparing the Technical Specifications for the project will affix to the cover sheet of the final construction specifications for the project the firm's name, his/her signature and professional engineer registration number.

Task V1-6 Permits

As applicable, the CONSULTANT shall prepare the permit applications for the construction of the improvements designed under this scope of work, and submit them to the following regulatory agencies. All permit application fees shall be the responsibility of the COUNTY.

- Monroe County Engineering Department; and,
- South Florida Management District.

As this project has an existing drainage well, a FDEP well permit or permit modification is anticipated for this project. An FDEP permit modification will be subject to additional scope and costs requested by the CONSULTANT. The CONSULTANT, together with the COUNTY will attend a pre-application meeting with the SFWMD to discuss the general permitability of the proposed improvements and to confirm that a permit is or is not required for this project. Following the meeting the CONSULTANT will prepare a brief letter report summarizing the results of the meetings. The letter will include a recommended course of action.

If a permit is required for the project, the CONSULTANT will provide a draft permit application to the COUNTY for review prior to submittal to the SFWMD. Once approved, the CONSULTANT will prepare final applications for permits and provide seven (7) copies of the final to the COUNTY for signature and submittal. The CONSULTANT will review and respond to up to two requests for additional information (RAIs) from permit agencies.

Task V1-7 Project Management and Meetings

The CONSULTANT will provide periodic status reports to the COUNTY to define the status of work being completed for this project as well as upcoming events pertinent to the completion of the project. The CONSULTANT will attend two progress meetings and a project kickoff

meeting in addition to the meeting in Task V1-3 for a total of four meetings. The COUNTY will provide CONSULATANT with project data at the kick-off meeting.

Compensation

The CONSULTANT will be compensated for this scope of work (Task V1 - Big Coppitt Project) based on a lump sum amount of \$49,497. Payment will be based on monthly invoices from the CONSULTANT. Invoices will define the percentage of the work that has been completed, the amount previously invoiced and the incremental amount owed.

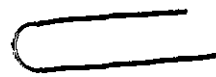


EXHIBIT C

Required Insurance Forms

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/05/04

PRODUCER

Aon Risk Services, Inc. of Massachusetts
99 High Street
Boston MA 02110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Zurich American Ins Co

COMPANY B American Guarantee & Liability Ins Co

COMPANY C Lloyd's of London

COMPANY D

PHONE - (866) 266-7475

FAX - (866) 467-7847

INSURED

Camp Dresser & McKee Inc.
One Cambridge Place
50 Hampshire Street
Cambridge MA 021390000 USA

COVERAGES

SIR May Apply

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT <input checked="" type="checkbox"/> XCU Coverage Included	GL08376632-08 Commercial General Liability	01/01/04	01/01/05	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP837663108 BUSINESS AUTO COVERAGE	01/01/04	01/01/05	COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	WAIVER N/A <input checked="" type="checkbox"/> YES			AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGAT
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	AUC8472446-08 COMMERCIAL UMBRELLA COVERAGE	01/01/04	01/01/05	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC837663309 WORKERS COMPENSATION	01/01/04	01/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH. FR EL EACH ACCIDENT \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000 EL DISEASE-EA EMPLOYEE \$1,000,000
C	<input checked="" type="checkbox"/> Archt&Eng Prof	QK0401367 ARCHITECTS & ENGINEERS E&O	01/01/04	01/01/05	Each Claim/Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Stormwater Master Plan. Monroe County Board of County Commissioners is added as an Additional Insured with respects to General and Auto Liability.

CERTIFICATE HOLDER

Monroe County Board of
County Commissioners
1100 Simonton Street
Rm 268
Key West FL 33040 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc. of Massachusetts*